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Institute of Management and
Labor Relations

JUL 11 1985

RUTGERS UNIVERSITY

AGREEMENT

Between

Board of Education, Township of Ewing Township Board

and

of Education

School Aides

✓ July 1, 1984 through June 30, 1985

3.1 (contd.)

VII. Any other emergency or urgent reason not covered in (I through VI) above, if approved by the Superintendent of Schools.

- c. All requests for personal leave shall be submitted in writing on the proper form (in advance when possible) recommended by the supervisor and approved by the Assistant Superintendent. Requests for such leave on the day preceding or immediately following a vacation period will be honored only in unusual cases.
- d. Three (3) additional days leave may be granted for death in the immediate family (immediate family is considered the same as (I.) above, plus in-laws).

4. GRIEVANCE PROCEDURE

- 4.1 Grievance procedures are means by which employees may appeal the interpretation, application or violation of this Agreement and administrative decisions effecting them.
- 4.2 A grievant is a person or persons making the claim.

PROCEDURE

- Step 1. The employee or representative of the employee shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence. The supervisor shall respond to the grievance within three (3) working days.
- Step 2. If the grievance has not been settled, it shall be presented in writing by the employee or the employee's representative to the Superintendent within three (3) working days after the supervisor's response. The Superintendent shall respond to the grievance in writing within three (3) working days.
- Step 3. If the grievance has not been settled, it shall be presented by the employee or the employee's representative, in writing, within three (3) working days after the response of the Superintendent. The employee or the employee's representative shall have a right to a hearing before the Board or a Committee of the Board within thirty (30) calendar days after the receipt of the request for a hearing. The Board of Education shall respond, in writing, within two (2) calendar weeks after the hearing.
- Step 4. If the grievance is not settled at the third step, the Association may request that the matter be referred to Advisory Arbitration, pursuant to the rules and regulations of PERC, within ten (10) calendar days after the reply was given at the third step, in writing.

5. HOLIDAYS

- a. The employer shall list a minimum of eleven (11) paid holidays annually.

6. HEALTH BENEFITS

- 6.1 The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program for any employee who works a regular schedule for at least a total of twenty (20) hours per week.

GENERAL (contd.)

8.5 Any reduction shall be accomplished in accordance with the following procedure:

- a. The employee/s affected by such a reduction shall have seniority rights over the most junior employee within his/her current category of employment.

8.6 Employees shall not be disciplined or reduced in rank without just cause.

9. REPRESENTATION FEE

9.1 The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

- a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
- b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
- c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
- d. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

9.2 Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with Paragraph 9.3 below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

9.3 Payroll Deduction Schedule - The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:

- a. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

9.4 On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

IN WITNESS WHEREOF, the parties have hereto set their hands this

19th day of November, 1984

FOR THE AIDES

Josephine Kanda
Josephine Kanda

FOR THE EMPLOYER

Mary W. Schmidt
Mary W. Schmidt, President
Board of Education
Ewing Township, New Jersey

Joan Talbot
Joan Talbot

J. Bruce Morgan
J. Bruce Morgan, Business Administrator/
Board Secretary
Board of Education
Ewing Township, New Jersey